

MEMORANDUM OF UNDERSTANDING

Introduction

The TRANS³Net network consists of former TRANS³Net project members and other interested actors in the field of knowledge and technology transfer in the region Saxony/ Lower Silesia/ Usti Region.

To promote their common interests, to strengthen mutual contacts and to contribute to enhanced international cooperation, the above partners have concluded the following MEMORANDUM OF UNDERSTANDING (MoU). Based on the principles of equality and reciprocity, this Memorandum serves as a basis for future cooperation activities between the Parties.

PURPOSE

The purpose of the network is to continue the project activities of TRANS³Net and to promote its results and values beyond the duration of the project.

The network focuses on the continued promotion of transnational knowledge and technology transfer, in particular

- Supporting the successful implementing of knowledge and technology in business;
- Supporting the strengthening of companies in the regions by an expedited transfer of usable research results

In the long term, the partners intend to implement a sustainable organisational structure for a network of transnational knowledge and technology transfer.

ENVISAGED AREAS OF COOPERATION

Subject to the availability of funds and the agreement of the partners' authorised representatives, activities will be pursued in the following fields:

- Improvement of cooperation for successful transfer
- Expansion of the information base for effective transfer
- Assistance with the transfer initiation

TRANS³Net plans to achieve its targets in the following ways:

- involving other members in the activities of individual members, e.g. German-Polish Innovation Days, Transferweek, East Saxon Engineering Days, Innovation Exchanges
- jointly organised events and public relations work to support transnational knowledge and technology transfer (esp. TRANS³net.show in the region once a year)
- Using the existing project website (trans3net.eu) to disseminate information about transfer promoters, transfer events, and transfer-relevant funding programmes in the border triangle.
- Providing information and disseminating event announcements etc. via partner-websites.

These activities are organised on a voluntary basis and are planned by individual members or by several members working together, participating in the activities and informing the network about them.

IMPLEMENTATION

The signing parties hereby acknowledge that the TRANS³Net network is open to third parties. The management of the TRANS³Net network will be performed by a Steering Committee. Some basic conditions are mentioned below.

However, the parties are free to agree on additional or reformulated terms and conditions to the TRANS³Net network separately.

MEMBERSHIP

- Members of the TRANS³Net network are the project partners and other organisations outside the TRANS³Net project that are interested in implementing the TRANS³net objectives and have joined the Memorandum of Understanding.
- A member can be natural and legal persons (small, medium or large enterprise, a cluster, a business support organisation, an academic organisation, a university, a research organisation or a government agency) from Poland, the Czech Republic or Germany working in the above-mentioned fields of TRANS³Net.
- Each member is requested to communicate in writing to the contact details of its representative and update them in case of any changes
- The membership is free of charge.

STEERING COMMITTEE

- The steering committee consists of the TRANS³net project partners who have signed the Memorandum of Understanding and who are willing to actively take part in the steering committee.
- The steering committee is responsible for managing the network (organising the Telco meetings, providing minutes of these meetings and updating the TRANS³net website, keeping an up-to-date list of representatives).
- One of the members of the steering committee is elected Chairman for 12 months.
- One of the members of the steering committee is responsible for the website. This role can be changed among members every 12 months.
- The steering committee members do not receive any financial compensation from the TRANS³net network.

COMMUNICATION

The members use the following forms of communication:

Telephone Conference

- every three months,
- organized by the Chairman,
- they serve to maintain a regular flow of information and contacts and to discuss the activities and the network.
- if needed (e.g. current new project calls) additional telcos can be organized as needed.

Trans3net website

- provided by TU Dresden for another 3 years from the end of the TRANS³Net project
- all TRANS³net partners are responsible for maintenance by providing content and contributions which inform about events and activities within the network.
- The website-content is managed by one of the network partners.

Any specific program, joint activity and sharing of confidential information will be subject to the conclusion of a separate formal agreement, including the necessary budget for the program or activity as the need may arise.

Each party understands that the cooperative activities envisaged by this MOU will be subject to the negotiation and conclusion of separate formal agreements and the availability of funds. This MoU places no financial obligation on either of the partner institutions.

The parties will designate a contact person at their institutions who will support the implementation of this MoU in the institution, e.g. by providing and forwarding information.

The expansion of cooperative areas and activities is to be further discussed based on the needs and interests of all parties.

DURATION, AMENDMENT, AND TERMINATION OF THIS AGREEMENT

- The MoU comes into force upon accession of a TRANS³Net project partners to the MoU by signing the Declaration of Accession. Any third party may join the TRANS³Net network by signing Annex 1 including written consent (countersignature) of the TRANS³Net project lead partner (TU Dresden) or, as soon as the parties have implemented a Steering Committee, its chairperson. The parties will review the terms of the MoU on a regular basis to assess the success and will determine whether to continue, modify or discontinue the MoU. Each party has the right to terminate this MoU for any reason by giving six months prior written notice to the others.
- This MoU may only be amended in writing either by the exchange of letters between the two institutions or by signing an amending agreement. Such amendments, once approved by both parties, will form part of the MoU.
- Unless validly terminated earlier, this MoU will remain in effect for a period of 3 years from the date of the last signature. It may be renewed afterward.